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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 1
(MC2010-21)
NEGOTIATED SERVICE AGREEMENTS

Docket No. CP2012-14

MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION TO A GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 1 NEGOTIATED SERVICE AGREEMENT

(June 13, 2014)

The agreement that is the subject of this docket was originally scheduled to expire on June 30, 2014.¹ Attached to this notice is a modification,² which the customer and the Postal Service have executed. The modification states that the agreement that is the subject of this docket will expire on July 31, 2014, thereby replacing the earlier potential termination date that the Postal Service filed in this docket.

The Postal Service intends to initiate a new rate docket, in which the Postal Service would file the successor to the agreement that is the subject of this docket. In the meantime, however, the Postal Service requests that the Commission continue to

¹ United States Postal Service Response to Order No. 1177 concerning Effective Dates of an Additional Global Reseller Expedited Package Contracts 1 Negotiated Service Agreement, Docket No. CP2012-14, January 30, 2012.

² A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its January 12, 2012 notice in this docket. Notice Of United States Postal Service Of Filing A Functionally Equivalent Global Reseller Expedited Package Negotiated Service Agreement And Application For Non-Public Treatment Of Materials Filed Under Seal, Docket No. CP2012-14, January 12, 2012, Attachment 4.

list the agreement that is the subject of this docket on the Mail Classification Schedule, according to the terms set forth in the modification filed today.

Therefore, the Postal Service respectfully requests that the Commission approve a brief extension of the agreement that is the subject of this docket to maintain continuity of pricing and other terms and conditions of the agreement. The Postal Service requests that the agreement continue to be listed on Mail Classification Schedule through July 31, 2014.

Respectfully submitted,

UNITED STATES POSTAL SERVICE By its attorneys:

Anthony F. Alverno Chief Counsel Global Business and Service Development Corporate and Postal Business Law Section

Christopher C. Meyerson Attorney

475 L'Enfant Plaza, S.W. Washington, D.C. 20260-1137 (202) 268-7820; Fax -5628 June 13, 2014

MODIFICATION ONE TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND

Inis	Modification	amends	tne	Global	Customized	Mail	Agreemen	t ("Agree	ement")
betwe	een					("Res	eller") with	offices a	t
							nd the Unite		
Servi	ce ("USPS"),	an indepe	ender	nt establ	ishment of th	e Exe	cutive Bran	ch of the	United
State	s Governmen	nt, with of	fices	at 475	L'Enfant Pla	za SV	V, Washing	ton, DC	20260-
9998	, signed by th	e Reselle	r on	January	7, 2012, and	signe	ed by the Us	SPS on J	anuary
10, 2	012. The Re	seller and	the	USPS n	nay be referre	ed to i	ndividually a	as a "Par	ty" and
toget	her as the "Pa	arties."							

The purposes of this Modification are to change the wording of paragraph 1 of Article 11. Term Of The Agreement.

Paragraph 1 of Article 11. Term Of The Agreement shall now read as follows:

ARTICLE 11. TERM OF THE AGREEMENT

The USPS will notify the Reseller of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until 11:59 p.m. on July 31, 2014, unless terminated sooner pursuant to Article 13 or Article 14.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such nonapproval such as attorney's fees.

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2012-14). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2012, ACR2013 and ACR2014. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at http://prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED	STATES POSTAL SERVICE:					
Signature:	July 4. Celello					
Name:	Frank A. Cebello					
Title:	Executive Director, Global Business Management					
Date	4/13/14					
ON BEHALF OF						
Signature:						
Name:						
Title:						
Date:	6/13/14					

06/2014

USPS /

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